

4.266

11-05

AGREEMENT

between

Ewing Township Board of Education
BOARD OF EDUCATION, TOWNSHIP OF EWING

and

THE ASSOCIATION OF EWING TOWNSHIP EDUCATIONAL SECRETARIES

X July 1, 1988 through June 30, 1990

1. RECOGNITION

- 1.1 Pursuant to N.J.S.A. 34:13A-1 et seq. of the State of New Jersey, the Ewing Township Board of Education hereby recognizes the Association of Ewing Township Educational Secretaries as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment of all of the following individuals under contract with the Board including all secretaries, head bookkeeper (budgetary), head bookkeeper (payroll), principal financial clerks, office assistants and career resource technicians but excluding substitutes, part-time summer help and confidential employees as determined by the Public Employment Relations Commission.
- 1.2 Unless otherwise specified in this Agreement, the personnel represented by the Association in the unit described above, shall herein be referred to as employees.

2. NEGOTIATION PROCEDURE

- 2.1 The parties agree to commence negotiations for a successor agreement in accordance with the provisions of N.J.S.A. 34:13A-1 et seq.
- 2.2 Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- 2.3 The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association and the Board understand that any agreement reached is tentative until ratified by a majority of the Board and by the Association.
- 2.4 This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement as set forth in "19. TERM AND DURATION", neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- 2.5 In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and ratified by the Board and by the Association. The terms hereof shall not be otherwise modified.
- 2.6 The Board agrees that during the term hereof, it will not negotiate concerning the employees represented by the Association in the bargaining unit defined in "1. RECOGNITION", with any other organization other than the Association.

Step 1. An employee with a grievance shall first discuss it with his immediate superior or principal, either directly or through the Association's designated representative, with the objective of resolving the matter in the most expeditious manner. In the event this discussion is not satisfactory to the grievant, he shall then formally present his grievance in writing to his immediate supervisor or principal and shall receive an answer in writing within seven (7) school days after presentation.

Step 2. If the grievance is not settled at the first step, the Association may make written request to the Superintendent of Schools for a second step meeting within seven (7) school days after the answer at the first step. The Superintendent shall set a meeting within seven (7) school days after the request, or for such other time as is mutually agreeable. Said meeting shall be between not more than three (3) representatives of the Association and the Superintendent or his designee and his assistant, not to exceed three (3). The Superintendent's written answer shall be delivered to the Association within seven (7) school days after the meeting.

Step 3. If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) school days after the answer at the second step. The President of the Board of Education shall set a meeting within seven (7) school days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his designees totaling three (3). The Board's written answer shall be delivered to the Association within seven (7) school days.

Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

4.2 Pursuant to N.J.S.A. 34:13A-5, the Board and the Association hereby agrees that every employee within the defined bargaining unit shall have the right to freely organize, join and support or refrain from joining or supporting the Association for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will not discriminate against any employee by reason of membership in the Association, participation of the lawful activities of the Association, or the processing of any grievance hereunder.

5. ASSOCIATION RIGHTS

- 5.1 The Board agrees to furnish to the Association in response to reasonable requests from time to time the information which is in public domain.
- 5.2 Whenever any representative of the Association or any employee in bargaining unit is mutually scheduled by the parties to participate during working hours in grievance procedures, the employee shall suffer no loss in pay.
- 5.3 The Association shall have the right to apply for use of school buildings for meeting of their membership. Applications for such permission shall follow existing Board policy.
- 5.4 The Association shall have the right to use the interschool mail delivery service and school mail boxes for official Association notices.

6. WORK SCHEDULE

6.1 Work schedule for all employees:

- a. Date schools open through date schools close, when schools are in session - eight (8) hour day, includes one (1) hour off for lunch.
- b. Summer hours seven (7) hour day includes 3/4 hour off for lunch - shall be effective immediately upon closing of school in June until the school opening in September, and on all work days when schools are not in session and children are not in attendance.
- c. Ten month employees shall be available for work the five (5) working days immediately preceding the first (1st) day of school for staff. Ten month employees who are required to work said days shall be compensated at their regular per diem rate for each day worked. It is understood that compensatory time does not apply to this subsection.

7. LEAVES OF ABSENCE

- 7.1 One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- 7.2 Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for three (3) days leave at full pay during any one school year. Personal leave may be taken for any of the following reasons and shall be taken in minimum of one-half ($\frac{1}{2}$) day segments except in the case of an emergency:
- a. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child or any member of the immediate household.
 - b. Death of a relative or close friend.
 - c. Recognition of religious holiday. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to any emergency.
 - d. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, sister, brother, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
 - e. Court subpoena.
 - f. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.
 - g. Any other emergency or urgent reason not included in "a." to "f." above, if approved by the Superintendent of Schools.
- 7.3 All requests for personal leave shall be submitted in writing, on the proper form, (in advance when possible) recommended by the principal, and approved by the Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally. However, in such cases a written request must be filed within one (1) week.
- 7.4 Three (3) additional days leave shall be granted for death in the immediate family, grandparents and in-laws. (immediate family is considered the same as "a." above and in-laws.)

10.2 On or before May 15th of each year the Board of Education shall notify those members whose continued employment might be in question for the forthcoming year.

11. SALARIES

11.1 The pay schedule for all employees covered by this agreement shall be as set forth in Appendix "A" attached.

11.2 One and one half ($1\frac{1}{2}$) times the employee's hourly rate will be paid for work performed over thirty-five (35) hours per week. Double time shall be paid for:

- a. all work performed on Sundays;
- b. all work performed on legal holidays when school is not in session.

11.3 Employees who work over thirty-five (35) hours for the district shall be permitted to receive compensatory time in lieu of monetary remuneration if so desired by the employee except as provided otherwise under Article 6.1e.

11.4 For the purpose of overtime:

- a. a sick day will count toward the thirty-five (35) hours
- b. a personal day will not count toward the thirty-five (35) hours

11.5 A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.

11.6 Upon initial employment in the district, employees shall be placed on the salary schedule according to the number of years of outside experience possessed by the employee. No employee shall start higher than Step 2.

11.7 Office Personnel shall be paid every two (2) weeks.

11.8 After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement under PERS, all accumulated unused sick leave shall be paid at one-half ($\frac{1}{2}$) the average hourly rate of pay for the last twelve (12) months of employment. The total amount of money shall not exceed three thousand one hundred fifty dollars (\$3,150) during the 1988-1989 school year and three thousand four hundred fifty dollars (\$3,450) during the 1989-1990 school year.

13. PROMOTIONS

13.1 Notice of a vacancy in the system in positions included in this agreement will be given by the Director of Personnel/Labor Relations to the Association. Such notice will set forth pertinent information about the position, if deemed necessary by the Assistant Superintendent, and will indicate the closing date for receiving applications from employees within the school system.

13.2 The Director of Personnel/Labor Relations shall consider all applications.

13.3 The Board reserves the right to appoint or retain whom it will to any position.

13.4 In determining a new salary for an employee who is promoted, either "a." or "b." below will be applied, whichever is in the best interest of the employee:

- a. Upon promotion the employee will move to the new category with an increase in salary at a level which is just above that which the employee is currently receiving plus one step, with the understanding that if the promotion is made prior to January 1 the employee then would qualify to move to the next higher pay level on the salary range for the coming year, and if the promotion is made after December 31 that the employee would remain at the same level on the salary range for the coming year.
- b. It should be understood that an employee who is promoted will receive a salary that is one level above that which the employee would receive if the employee were new to the district (credit for experience shall be given). Salary is not to exceed the fourth (4th) level.

13.5 It should be understood that the upgrading of any position where a member of this unit is employed, will not mandate the advertising of said position if the immediate supervisor approves said employee as being capable of assuming additional responsibilities. Therefore, the employee holding present position will remain in that respective position with the upgraded title. However, if the immediate supervisor does not approve the respective employee with the upgraded title, then said position will be advertised.

14. VOLUNTARY TRANSFERS

14.1 Employees who desire transfer or reassignment for the next school year may file a written statement of such desire with the Director of Personnel/Labor Relations. Such statement shall specify the position in which the employee is interested and shall constitute a commitment that he will accept the position if it is offered to him.

17. REPRESENTATION FEE

17.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this Agreement.

17.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 17.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

17.3 Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

- a. In November; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

17.4 On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who begin their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

APPENDIX "A"

SALARY GUIDES
1988-1989

<u>Pay Level</u>	<u>Supv. Sec.</u>	<u>Prin. Fin. Clerks</u>	<u>Sec. (12 Mo.)</u>	<u>Office Asst. (12 Mo.)</u>	<u>Sec. (10 Mo.)</u>	<u>Office Asst. (10 Mo.)</u>	<u>Career Resource Tech</u>
1	\$16,694	\$16,194	\$15,054	\$13,412	\$12,544	\$11,176	\$11,176
2	17,194	16,694	15,554	13,912	12,961	11,592	11,592
3	17,694	17,134	15,967	14,294	13,305	11,910	11,910
4	18,212	17,529	16,424	14,886	13,686	12,404	12,404
5	19,012	18,129	17,087	15,286	14,238	12,737	12,737
6	19,812	18,929	17,915	15,974	14,928	13,310	13,310
7	20,323	19,829	18,396	16,784	15,329	13,986	13,986
8	21,349	21,114	19,615	18,020	16,345	15,015	15,015
9	22,375	22,106	21,006	19,257	17,504	16,046	16,046

IN 1988-89 EMPLOYEES WILL MOVE 1 STEP ON GUIDE FROM THEIR 1987-88 LEVEL

- A. The employees filling the position of Head Bookkeeper, Budgetary and Head Bookkeeper, Payroll will receive an additional \$5,000 above the stated amount of the Principal Financial Clerks (1988-1989: \$21,194 to \$27,106)
- B. The ten (10) month range is computed by 10/12 of the twelve (12) month range.
- C. The Employer shall be responsible to determine the placement of all new employees on the salary range.

SALARY GUIDES
1989-1990

<u>Pay Level</u>	<u>Supv. Sec.</u>	<u>Prin. Fin. Clerks</u>	<u>Sec. (12 Mo.)</u>	<u>Office Asst. (12 Mo.)</u>	<u>Sec. (10 Mo.)</u>	<u>Office Asst. (10 Mo.)</u>	<u>Career Resource Tech</u>
1	\$18,196	\$17,651	\$16,409	\$14,619	\$13,673	\$12,182	\$12,182
2	18,741	18,196	16,954	15,164	14,127	12,635	12,635
3	19,286	18,676	17,404	15,580	14,502	12,982	12,982
4	19,851	19,107	17,902	16,226	14,918	13,520	13,520
5	20,723	19,761	18,625	16,662	15,519	13,883	13,883
6	21,595	20,633	19,527	17,412	16,272	14,508	14,508
7	22,152	21,614	20,052	18,295	16,709	15,245	15,245
8	23,270	23,014	21,380	19,642	17,816	16,366	16,366
9	24,389	24,096	22,897	20,990	19,079	17,490	17,490

IN 1989-1990 EMPLOYEES WILL REMAIN ON SAME STEP AS IN 1988-1989.

- A. The employees filling the position of Head Bookkeeper, Budgetary and Head Bookkeeper, Payroll will receive an additional \$5,000 above the stated amount of the Principal Financial Clerks (1989-1990: \$22,651 to \$29,096)
- B. The ten (10) month range is computed by 10/12 of the twelve (12) month range.
- C. The Employer shall be responsible to determine the placement of all new employees on the salary range.

HOLIDAYS
EDUCATIONAL SECRETARIES

1989-1990

July 4	Independence Day
September 4	Labor Day

Adopted: May 23, 1989